

Sponsored by:

**CITY OF MARATHON, FLORIDA
RESOLUTION 2006-131**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE PURCHASE AND CONVEYANCE OF THREE UNDEVELOPED RESIDENTIAL BUILDING LOTS TO THE MIDDLE KEYS COMMUNITY LAND TRUST, INC. FOR THE PURPOSE OF CREATING AFFORDABLE HOUSING; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, it is the desire of the City Council of the City of Marathon, Florida to facilitate the creation of affordable housing opportunities within the City; and

WHEREAS, the Middle Keys Community Land Trust, Inc. (hereinafter MKCLT) is a not for profit Florida Corporation organized for charitable purposes that include providing for the development and preservation of decent, permanently affordable housing for low and moderate income persons in the Middle Keys; and

WHEREAS, the City of Marathon has approved entering into a contractual relationship with the Middle Keys Community Land Trust, Inc., which provides that the parties agree to work cooperatively to identify land appropriate for acquisition and development of affordable housing.; and,

WHEREAS, MKCLT has entered into an agreement to purchase three undeveloped residential building lots, located, respectively, on 73rd, 64th and 65th Streets, Marathon and further described in Exhibit A, attached hereto, subject to participation by the City of Marathon; and

WHEREAS, the City of Marathon has provided funding in its current 2005-2006 budget in the amount of \$1,500,000 for the purchase of land in support of the City's Comprehensive Plan, which includes provisions for affordable housing partnerships; and

WHEREAS, the City of Marathon Land Acquisition Advisory Committee at its meetings of July 24, 2006 and September 6, 2006, voted unanimously to nominate the properties for acquisition for the purpose of creating affordable housing opportunities ; and

WHEREAS, the City of Marathon wishes to approve the Land Acquisition Advisory Board recommendations;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, that:

Section 1. The above recital is true and correct and is incorporated herein by reference.


Section 2. The City of Marathon approves the acquisition and purchase of the properties described herein in Exhibit A for the purpose of creating affordable housing and authorizes City staff to proceed immediately to closing.

Section 3. The Mayor of the City of Marathon is hereby authorized to sign a deed conveying the subject properties to the Middle Keys Community Land Trust, Inc. subject to the recording of a City of Marathon affordable housing deed restriction, substantially in the form of Exhibit B attached hereto

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the city of Marathon, Florida, this 12th day of September, 2006.


THE CITY OF MARATHON, FLORIDA



Christopher M. Bull, Mayor

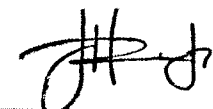
AYES: Mearns, Pinkus, Tempest, Worthington, Bull
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:



City Clerk

(City Seal)



City Attorney Signature

EXHIBIT A

Subject Property 1:

Real Estate Number: 00342100-000000
Legal Description: South 67.5 feet of Lot 9, Reimanns Subdivision as recorded in Plat Book 2, Page 145, of the Public Records of Monroe County, Florida
Zoning/FLUM: Improved Subdivision/Residential High
Site Conditions: 8,160 sq. ft. and scarified
Contract Price: \$125,000
Address: 73rd Street (Ocean), Marathon

Subject Property 2:

Real Estate Number: 00343400-000000
Legal Description: The Southerly 75 feet of Lot 9, Block 2, DAY'S SUBDIVISION, according to the Plat thereof, recorded in Plat Book 3, Page 15, of the Public Records of Monroe County, Florida.
Zoning/FLUM: Improved Subdivision/Residential Medium
Site Conditions: 5,000 sq. ft. with invasive exotic vegetation
Contract Price: \$132,500
Street Address: 64th Street (Ocean), Marathon

Subject Property 3

Real Estate Number: 00341540-000000
Legal Description: BK D Lot 7 Puerta Del Sol, PB 3-117 Key Vaca OR156-78/80
Zoning/FLUM: Improved Subdivision/Residential Medium
Site Conditions: 5,000 sq. ft. with invasive exotic vegetation
Contract Price: \$120,000
Address: 65th Street (Ocean), Marathon

EXHIBIT B

**This instrument prepared by,
and after recording return to:**

City Clerk
City of Marathon, Florida
10045-55 Overseas Highway
Marathon, Florida 33050

DECLARATION OF AFFORDABLE HOUSING RESTRICTIONS

THIS DECLARATION OF AFFORDABLE HOUSING RESTRICTIONS
("Declaration") is made and entered into this _____ day of _____,
by _____, whose principal mailing address
is _____ (Declarant").

RECITALS:

1. Declarant is the fee simple title owner to certain real property (the "Property") located in the City of Marathon, Monroe County, Florida, (the "City") which is more particularly described as:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"
(Identify the number of pages of the attachment)
2. Declarant is the recipient of an Affordable Housing Residential Unit Allocation pursuant to the City's Rate of Growth Ordinance ("ROGO").
3. The Property was assigned additional ROGO points under the Affordable Housing program set forth in Section 9.5-122.3(b) of the City Code.
4. In consideration of the Declarant's receipt of its Affordable Housing Residential Unit Allocation award, and the waiver of fees as set forth herein, and for other good and valuable consideration, Declarant hereby covenants with the City of Marathon, a political subdivision of the State of Florida, its successors or assigns, for itself, its heirs and successors that the property described herein is subject to and bound by the Affordable Housing Restrictions hereinafter set forth, each and all of which is and are for the benefit of the Property, shall run with the land, and are enforceable by the City, its successors and assigns.

NOW, THEREFORE, the Declarant agrees that the Property shall be held and conveyed subject to the following Affordable Housing Restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interests in the Property or any part thereof, their heirs, successors and assigns for the entire term of this Declaration.

THE DECLARANT AGREES AND CERTIFIES THAT AS THE OWNER OF THE PROPERTY DESCRIBED HEREIN, THERE IS A CAP AND RESTRICTION UPON THE SALE OR OTHER CONVEYANCE OF THE SUBJECT PROPERTY. IN ORDER TO CONVEY THE PROPERTY, THE DECLARANT, HIS/HER/ITS SUCCESSORS OR ASSIGNS MUST COMPLY WITH THE FOLLOWING:

- A. **The prospective purchaser must be a qualified purchaser under the City of Marathon Affordable Housing Restrictions as set forth in Section 9.5-266(a)(3) and (4) of the City Code (as may be amended), or the City's successors or assigns, as a precondition of the purchase of the subject property. A valid Certificate of Compliance issued by the City of Marathon, its successors or assigns, within 30 days of the prospective conveyance must be recorded in the Public Records of Monroe County contemporaneously with the recording of the deed of conveyance.**
 - B. **The Deed, or other document of conveyance must make specific reference to this document by name and the OR Book and Page where it is recorded in the Public Records of Monroe County.**
 - C. **The Deed, or other document of conveyance, must state, in bold print of at least 14 point font, on the first page of the document, immediately following the legal description the phrase, "THIS PROPERTY IS SUBJECT TO AFFORDABLE HOUSING RESTRICTIONS WHICH MAY EFFECT ITS SALE OR CONVEYANCE".**
1. **Restrictions.** Declarant hereby covenants, agrees and certifies, in so far as the rights, powers, interests and authority of the Declarant is concerned, that development, sale, lease, or other conveyance of the Property shall be in accordance with the City's Affordable Housing Restrictions as set forth in the provisions of Section 9.5-266(a)(3) and (4) of the City Code (as may be amended).
 2. **Impact Fees.** Under the provisions set forth in Chapter 9.5 of the City Code, any persons, including any governmental agency, prior to receiving a building permit for any new land development activity shall pay "Fair Share Impact Fees".
 3. **Waiver of Impact Fees.** Under the Affordable Housing Provisions set for in the Chapter 9.5 of the City Code, the owner or owners of the above described real Property have been exempted from payment of "Fair Share Impact Fees" for a (check one) ___ a single family, _____ multi-family unit _____, _____ a mobile home dwelling to be constructed on said real property.

4. **City.** This Declaration is intended to benefit and run in favor to the City.
5. **Enforcement.** This Declaration may be enforced by the City at law or in equity or as a code compliance action against any party or person violating, or attempting to violate, any of the covenants and restrictions contained herein. The remedies available to the City shall include, but are not limited to, obtaining a court order requiring the Declarant or his/her successor or assigns to comply with the City's affordable housing regulations in effect at the time of such order, and compelling the Property's continuing compliance with the affordable housing regulations until this Declaration has expired. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, reasonable attorneys' fees and costs as well as attorneys' fees and cost incurred in enforcing this prevailing parties attorneys' fees provision. This enforcement provision shall be in addition to any other remedies available at law or in equity.
6. **Term.** The restrictions, covenants and conditions of this Declaration shall run with the bind the land for a term of fifty (50) years from the date of execution herein.
7. **Amendments.** All amendments hereto shall be in writing and must be signed by the Declarant and the City. All amendments hereto shall be recorded in the Public Records of Monroe County, Florida, and shall not be valid until recorded.
8. **Paragraph Headings.** Paragraphs headings, where used herein, are inserted for the convenience only and are not intended to be a part of this Declaration or in any way defined, limited or described to be a part of this Declaration in the Public Records of Monroe County, Florida, and shall not be valid until recorded.
9. **Effective Date.** This Declaration shall come shall become effective upon the issuance of a Certificate of Occupancy issued by City of Marathon, its successors or assigns, for the dwelling unit or units to which this covenant applies, and recordation of this Declaration in the Public Records of Monroe County, Florida.
10. **Governing Law.** This Declaration and the enforcement of the rights and obligations established hereby shall be subject to and governed by the laws of the State of Florida.
11. **Recordation.** Declarant shall at its sole cost and expenses, record this Declaration in the Public Records of Monroe County, Florida within fifteen (15) days of approval of the upon the issuance of a Certificate of Occupancy issued by City of Marathon, its successors or assigns, for the dwelling unit or units to which this covenant applies. Declarant shall provide the City with proof of the recording of the Declaration in accordance with the provisions of this paragraph. Failure to record these restrictions shall result in the revocation of the Certificate of Occupancy for the dwelling unit or units to which this covenant applies, and other remedy, legal or equitable, available to the City to assure compliance with these Restrictions.

12. **Authorization for City to Withhold Permits and Inspections.** If the terms of this Declaration are not being complied with, in addition to any other remedies available at law or in equity, the City is hereby authorized after notice and an opportunity to cure, to withhold any permits regarding the Property or any portion thereof, and to refuse to make any inspections or grant any approvals for the Property or any portion thereof, until such time as the Declarant or its successor or assigns is in compliance with the covenants of this Declaration. The determination of non-compliance and to withhold permits, inspections, or approvals shall be by the Director of Planning and shall be subject to the appeal provision of the City's land development regulations.

IN WITNESS WHEREOF, Declarant, has caused these presents to be executed on the day and year first above written.

Signed, sealed and delivered
in the presence of:

DECLARANT

Printed Name: _____

By: _____

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, by, _____, who personally appeared before me, and is/are personally known to me or have produced _____ as identification and acknowledged executing the foregoing document.

Printed Name: _____

My Commission expires: _____

This instrument prepared by,
and after recording return to:

Doc# 1605509
Bk# 2241 Pg# 529

Middle Keys Community Land Trust, Inc.
PO Box 500194
Marathon, Florida 33050

DECLARATION OF AFFORDABLE HOUSING RESTRICTIONS

THIS DECLARATION OF AFFORDABLE HOUSING RESTRICTIONS (“Declaration”) is made and entered into this 22nd day of September, 2006, by Middle Keys Community Land Trust, Inc., whose principal mailing address is PO Box 500194 Marathon, Florida 33050 (Declarant”).

RECITALS:

1. Declarant is the fee simple title owner to certain real property (the “Property”) located in the City of Marathon, Monroe County, Florida, (the “City”) which is more particularly described as:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT “A”

2. Declarant is the recipient of an Affordable Housing Residential Unit Allocation pursuant to the City’s Rate of Growth Ordinance (“ROGO”).
3. The Property was assigned additional ROGO points under the Affordable Housing program set forth in Section 9.5-122.3(b) of the City Code.
4. In consideration of the Declarant’s receipt of its Affordable Housing Residential Unit Allocation award, and the waiver of fees as set forth herein, and for other good and valuable consideration, Declarant hereby covenants with the City of Marathon, a political subdivision of the State of Florida, its successors or assigns, for itself, its heirs and successors that the property described herein is subject to and bound by the Affordable Housing Restrictions hereinafter set forth, each and all of which is and are for the benefit of the Property, shall run with the land, and are enforceable by the City, its successors and assigns.

NOW, THEREFORE, the Declarant agrees that the Property shall be held and conveyed

subject to the following Affordable Housing Restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interests in the Property or any part thereof, their heirs, successors and assigns for the entire term of this Declaration.

THE DECLARANT AGREES AND CERTIFIES THAT AS THE OWNER OF THE PROPERTY DESCRIBED HEREIN, THERE IS A CAP AND RESTRICTION UPON THE SALE OR OTHER CONVEYANCE OF THE SUBJECT PROPERTY. IN ORDER TO CONVEY THE PROPERTY, THE DECLARANT, HIS/HER/ITS SUCCESSORS OR ASSIGNS MUST COMPLY WITH THE FOLLOWING:

- A. **The prospective purchaser must be a qualified purchaser under the City of Marathon Affordable Housing Restrictions as set forth in Section 9.5-266(a)(3) and (4) of the City Code (as may be amended), or the City's successors or assigns, as a precondition of the purchase of the subject property. A valid Certificate of Compliance issued by the City of Marathon, its successors or assigns, within 30 days of the prospective conveyance must be recorded in the Public Records of Monroe County contemporaneously with the recording of the deed of conveyance.**
 - B. **The Deed, or other document of conveyance must make specific reference to this document by name and the OR Book and Page where it is recorded in the Public Records of Monroe County.**
 - C. **The Deed, or other document of conveyance, must state, in bold print of at least 14 point font, on the first page of the document, immediately following the legal description the phrase, "THIS PROPERTY IS SUBJECT TO AFFORDABLE HOUSING RESTRICTIONS WHICH MAY EFFECT ITS SALE OR CONVEYANCE".**
1. **Restrictions.** Declarant hereby covenants, agrees and certifies, in so far as the rights, powers, interests and authority of the Declarant is concerned, that development, sale, lease, or other conveyance of the Property shall be in accordance with the City's Affordable Housing Restrictions as set forth in the provisions of Section 9.5-266(a)(3) and (4) of the City Code (as may be amended).
 2. **Impact Fees.** Under the provisions set forth in Chapter 9.5 of the City Code, any persons, including any governmental agency, prior to receiving a building permit for any new land development activity shall pay "Fair Share Impact Fees".
 3. **Waiver of Impact Fees.** Under the Affordable Housing Provisions set for in the Chapter 9.5 of the City Code, the owner or owners of the above described real Property have been exempted from payment of "Fair Share Impact Fees" for a (check one) X a single family, _____ multi-family unit _____, _____ a mobile home dwelling to be constructed

on said real property.

4. **City.** This Declaration is intended to benefit and run in favor to the City.
5. **Enforcement.** This Declaration may be enforced by the City at law or in equity or as a code compliance action against any party or person violating, or attempting to violate, any of the covenants and restrictions contained herein. The remedies available to the City shall include, but are not limited to, obtaining a court order requiring the Declarant or his/her successor or assigns to comply with the City's affordable housing regulations in effect at the time of such order, and compelling the Property's continuing compliance with the affordable housing regulations until this Declaration has expired. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, reasonable attorneys' fees and costs as well as attorneys' fees and cost incurred in enforcing this prevailing parties attorneys' fees provision. This enforcement provision shall be in addition to any other remedies available at law or in equity.
6. **Term.** The restrictions, covenants and conditions of this Declaration shall run with the bind the land for a term of fifty (50) years from the date of execution herein.
7. **Amendments.** All amendments hereto shall be in writing and must be signed by the Declarant and the City. All amendments hereto shall be recorded in the Public Records of Monroe County, Florida, and shall not be valid until recorded.
8. **Paragraph Headings.** Paragraphs headings, where used herein, are inserted for the convenience only and are not intended to be a part of this Declaration or in any way defined, limited or described to be a part of this Declaration in the Public Records of Monroe County, Florida, and shall not be valid until recorded.
9. **Effective Date.** This Declaration shall come shall become effective upon the issuance of a Certificate of Occupancy issued by City of Marathon, its successors or assigns, for the dwelling unit or units to which this covenant applies, and recordation of this Declaration in the Public Records of Monroe County, Florida.
10. **Governing Law.** This Declaration and the enforcement of the rights and obligations established hereby shall be subject to and governed by the laws of the State of Florida.
11. **Recordation.** Declarant shall at its sole cost and expenses, record this Declaration in the Public Records of Monroe County, Florida within fifteen (15) days of approval of the upon the issuance of a Certificate of Occupancy issued by City of Marathon, its successors or assigns, for the dwelling unit or units to which this covenant applies. Declarant shall provide the City with proof of the recording of the Declaration in accordance with the provisions of this paragraph. Failure to record these restrictions shall result in the revocation of the Certificate of Occupancy for the dwelling unit or units to

which this covenant applies, and other remedy, legal or equitable, available to the City to assure compliance with these Restrictions.

- 12. **Authorization for City to Withhold Permits and Inspections.** If the terms of this Declaration are not being complied with, in addition to any other remedies available at law or in equity, the City is hereby authorized after notice and an opportunity to cure, to withhold any permits regarding the Property or any portion thereof, and to refuse to make any inspections or grant any approvals for the Property or any portion thereof, until such time as the Declarant or its successor or assigns is in compliance with the covenants of this Declaration. The determination of non-compliance and to withhold permits, inspections, or approvals shall be by the Director of Planning and shall be subject to the appeal provision of the City's land development regulations.

IN WITNESS WHEREOF, Declarant, has caused these presents to be executed on the day and year first above written.

Signed, sealed and delivered
in the presence of:

DECLARANT

Deanna Lopez
Printed Name: Deanna Lopez

By: *Debbie Love, President*
Printed Name: Debbie Love

James K. Davis
Printed Name: James K. Davis

By: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 22nd day of SEPTEMBER, by, DEBBIE LOVE, who personally appeared before me, and is/are personally known to me or have produced _____ as identification and acknowledged executing the foregoing document.

Richard C. Casey, Jr.

Notary Public, State of Florida

Printed Name:

My commission expires:

Doc# 1605509
BK# 2241 Pg# 533



Richard C. Casey, Jr.

Commission # DD497936

Expires February 16, 2010

Member The First Insurance Inc. 800-385-7019

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

LEGAL DESCRIPTION

South 67.5 feet of Lot 9, RIEMANN'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 145, of the Public Records of Monroe County, Florida.

This instrument prepared by,
and after recording return to:

Middle Keys Community Land Trust, Inc.
PO Box 500194
Marathon, Florida 33050

DECLARATION OF AFFORDABLE HOUSING RESTRICTIONS

THIS DECLARATION OF AFFORDABLE HOUSING RESTRICTIONS (“Declaration”) is made and entered into this 22nd day of September, 2006, by Middle Keys Community Land Trust, Inc., whose principal mailing address is PO Box 500194 Marathon, Florida 33050 (Declarant”).

RECITALS:

1. Declarant is the fee simple title owner to certain real property (the “Property”) located in the City of Marathon, Monroe County, Florida, (the “City”) which is more particularly described as:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT “A”

2. Declarant is the recipient of an Affordable Housing Residential Unit Allocation pursuant to the City’s Rate of Growth Ordinance (“ROGO”).
3. The Property was assigned additional ROGO points under the Affordable Housing program set forth in Section 9.5-122.3(b) of the City Code.
4. In consideration of the Declarant’s receipt of its Affordable Housing Residential Unit Allocation award, and the waiver of fees as set forth herein, and for other good and valuable consideration, Declarant hereby covenants with the City of Marathon, a political subdivision of the State of Florida, its successors or assigns, for itself, its heirs and successors that the property described herein is subject to and bound by the Affordable Housing Restrictions hereinafter set forth, each and all of which is and are for the benefit of the Property, shall run with the land, and are enforceable by the City, its successors and assigns.

NOW, THEREFORE, the Declarant agrees that the Property shall be held and conveyed subject to the following Affordable Housing Restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interests in the Property or any part thereof, their heirs, successors and assigns for the entire term of this Declaration.

THE DECLARANT AGREES AND CERTIFIES THAT AS THE OWNER OF THE PROPERTY DESCRIBED HEREIN, THERE IS A CAP AND RESTRICTION UPON THE SALE OR OTHER CONVEYANCE OF THE SUBJECT PROPERTY. IN ORDER TO CONVEY THE PROPERTY, THE DECLARANT, HIS/HER/ITS SUCCESSORS OR ASSIGNS MUST COMPLY WITH THE FOLLOWING:

- A. **The prospective purchaser must be a qualified purchaser under the City of Marathon Affordable Housing Restrictions as set forth in Section 9.5-266(a)(3) and (4) of the City Code (as may be amended), or the City's successors or assigns, as a precondition of the purchase of the subject property. A valid Certificate of Compliance issued by the City of Marathon, its successors or assigns, within 30 days of the prospective conveyance must be recorded in the Public Records of Monroe County contemporaneously with the recording of the deed of conveyance.**
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 3. **Waiver of Impact Fees.** Under the Affordable Housing Provisions set for in the Chapter 9.5 of the City Code, the owner or owners of the above described real Property have been

exempted from payment of "Fair Share Impact Fees" for a (check one) X a single family, _____ multi-family unit _____, _____ a mobile home dwelling to be constructed on said real property.

4. **City.** This Declaration is intended to benefit and run in favor to the City.
5. **Enforcement.** This Declaration may be enforced by the City at law or in equity or as a code compliance action against any party or person violating, or attempting to violate, any of the covenants and restrictions contained herein. The remedies available to the City shall include, but are not limited to, obtaining a court order requiring the Declarant or his/her successor or assigns to comply with the City's affordable housing regulations in effect at the time of such order, and compelling the Property's continuing compliance with the affordable housing regulations until this Declaration has expired. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, reasonable attorneys' fees and costs as well as attorneys' fees and cost incurred in enforcing this prevailing parties attorneys' fees provision. This enforcement provision shall be in addition to any other remedies available at law or in equity.
6. **Term.** The restrictions, covenants and conditions of this Declaration shall run with the bind the land for a term of fifty (50) years from the date of execution herein.
7. **Amendments.** All amendments hereto shall be in writing and must be signed by the Declarant and the City. All amendments hereto shall be recorded in the Public Records of Monroe County, Florida, and shall not be valid until recorded.
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accordance with the provisions of this paragraph. Failure to record these restrictions shall result in the revocation of the Certificate of Occupancy for the dwelling unit or units to which this covenant applies, and other remedy, legal or equitable, available to the City to assure compliance with these Restrictions.

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IN WITNESS WHEREOF, Declarant, has caused these presents to be executed on the day and year first above written.

Signed, sealed and delivered
in the presence of:

DECLARANT

Deanna Kuykendall
Printed Name: Deanna Kuykendall

By: Debbie Love, President
Printed Name: Debbie Love

Jan. A. D...
Printed Name: Jan. A. D...

By: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 22nd day of SEPTEMBER, by, DEBBIE LOVE, who personally appeared before me, and is/are personally known to me or have produced _____ as identification and acknowledged executing the foregoing document.

LEGAL DESCRIPTION

Lot 7, Block D, PUERTA DEL SOL Subdivision, according to the Plat thereof as recorded in Plat Book 3, Page 117, of the Public Records of Monroe County, Florida.

MKCLT/Servais

This instrument prepared by,
and after recording return to:

Doc# 1606877
Bk# 2243 Pg# 637

Middle Keys Community Land Trust, Inc.
PO Box 500194
Marathon, Florida 33050

DECLARATION OF AFFORDABLE HOUSING RESTRICTIONS

THIS DECLARATION OF AFFORDABLE HOUSING RESTRICTIONS (“Declaration”) is made and entered into this 22nd day of September, 2006, by Middle Keys Community Land Trust, Inc., whose principal mailing address is PO Box 500194 Marathon, Florida 33050 (Declarant”).

RECITALS:

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3. The Property was assigned additional ROGO points under the Affordable Housing program set forth in Section 9.5-122.3(b) of the City Code.
4. In consideration of the Declarant’s receipt of its Affordable Housing Residential Unit Allocation award, and the waiver of fees as set forth herein, and for other good and valuable consideration, Declarant hereby covenants with the City of Marathon, a political subdivision of the State of Florida, its successors or assigns, for itself, its heirs and successors that the property described herein is subject to and bound by the Affordable Housing Restrictions hereinafter set forth, each and all of which is and are for the benefit of the Property, shall run with the land, and are enforceable by the City, its successors and assigns.

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THE DECLARANT AGREES AND CERTIFIES THAT AS THE OWNER OF THE PROPERTY DESCRIBED HEREIN, THERE IS A CAP AND RESTRICTION UPON THE SALE OR OTHER CONVEYANCE OF THE SUBJECT PROPERTY. IN ORDER TO CONVEY THE PROPERTY, THE DECLARANT, HIS/HER/ITS SUCCESSORS OR ASSIGNS MUST COMPLY WITH THE FOLLOWING:

- A. **The prospective purchaser must be a qualified purchaser under the City of Marathon Affordable Housing Restrictions as set forth in Section 9.5-266(a)(3) and (4) of the City Code (as may be amended), or the City's successors or assigns, as a precondition of the purchase of the subject property. A valid Certificate of Compliance issued by the City of Marathon, its successors or assigns, within 30 days of the prospective conveyance must be recorded in the Public Records of Monroe County contemporaneously with the recording of the deed of conveyance.**
 - B. **The Deed, or other document of conveyance must make specific reference to this document by name and the OR Book and Page where it is recorded in the Public Records of Monroe County.**
 - C. **The Deed, or other document of conveyance, must state, in bold print of at least 14 point font, on the first page of the document, immediately following the legal description the phrase, "THIS PROPERTY IS SUBJECT TO AFFORDABLE HOUSING RESTRICTIONS WHICH MAY EFFECT ITS SALE OR CONVEYANCE".**
1. **Restrictions.** Declarant hereby covenants, agrees and certifies, in so far as the rights, powers, interests and authority of the Declarant is concerned, that development, sale, lease, or other conveyance of the Property shall be in accordance with the City's Affordable Housing Restrictions as set forth in the provisions of Section 9.5-266(a)(3) and (4) of the City Code (as may be amended).
 2. **Impact Fees.** Under the provisions set forth in Chapter 9.5 of the City Code, any persons, including any governmental agency, prior to receiving a building permit for any new land development activity shall pay "Fair Share Impact Fees".
 3. **Waiver of Impact Fees.** Under the Affordable Housing Provisions set for in the Chapter 9.5 of the City Code, the owner or owners of the above described real Property have been

exempted from payment of "Fair Share Impact Fees" for a (check one) X a single family, _____ multi-family unit _____, _____ a mobile home dwelling to be constructed on said real property.

4. **City.** This Declaration is intended to benefit and run in favor to the City.
5. **Enforcement.** This Declaration may be enforced by the City at law or in equity or as a code compliance action against any party or person violating, or attempting to violate, any of the covenants and restrictions contained herein. The remedies available to the City shall include, but are not limited to, obtaining a court order requiring the Declarant or his/her successor or assigns to comply with the City's affordable housing regulations in effect at the time of such order, and compelling the Property's continuing compliance with the affordable housing regulations until this Declaration has expired. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, reasonable attorneys' fees and costs as well as attorneys' fees and cost incurred in enforcing this prevailing parties attorneys' fees provision. This enforcement provision shall be in addition to any other remedies available at law or in equity.
6. **Term.** The restrictions, covenants and conditions of this Declaration shall run with the bind the land for a term of fifty (50) years from the date of execution herein.
7. **Amendments.** All amendments hereto shall be in writing and must be signed by the Declarant and the City. All amendments hereto shall be recorded in the Public Records of Monroe County, Florida, and shall not be valid until recorded.
8. **Paragraph Headings.** Paragraphs headings, where used herein, are inserted for the convenience only and are not intended to be a part of this Declaration or in any way defined, limited or described to be a part of this Declaration in the Public Records of Monroe County, Florida, and shall not be valid until recorded.
9. **Effective Date.** This Declaration shall come shall become effective upon the issuance of a Certificate of Occupancy issued by City of Marathon, its successors or assigns, for the dwelling unit or units to which this covenant applies, and recordation of this Declaration in the Public Records of Monroe County, Florida.
10. **Governing Law.** This Declaration and the enforcement of the rights and obligations established hereby shall be subject to and governed by the laws of the State of Florida.
11. **Recordation.** Declarant shall at its sole cost and expenses, record this Declaration in the Public Records of Monroe County, Florida within fifteen (15) days of approval of the upon the issuance of a Certificate of Occupancy issued by City of Marathon, its successors or assigns, for the dwelling unit or units to which this covenant applies. Declarant shall provide the City with proof of the recording of the Declaration in

accordance with the provisions of this paragraph. Failure to record these restrictions shall result in the revocation of the Certificate of Occupancy for the dwelling unit or units to which this covenant applies, and other remedy, legal or equitable, available to the City to assure compliance with these Restrictions.

12. **Authorization for City to Withhold Permits and Inspections.** If the terms of this Declaration are not being complied with, in addition to any other remedies available at law or in equity, the City is hereby authorized after notice and an opportunity to cure, to withhold any permits regarding the Property or any portion thereof, and to refuse to make any inspections or grant any approvals for the Property or any portion thereof, until such time as the Declarant or its successor or assigns is in compliance with the covenants of this Declaration. The determination of non-compliance and to withhold permits, inspections, or approvals shall be by the Director of Planning and shall be subject to the appeal provision of the City's land development regulations.

IN WITNESS WHEREOF, Declarant, has caused these presents to be executed on the day and year first above written.

Signed, sealed and delivered
in the presence of:

DECLARANT

Deanna K. Love
Printed Name: Deanna K. Love

By: Debbie Love, President
Printed Name: Debbie Love

James K. DeLeon
Printed Name: James K. DeLeon

By: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 22nd day of SEPTEMBER, by, DEBBIE LOVE, who personally appeared before me, and is/are personally known to me or have produced _____ as identification and acknowledged executing the foregoing document.



Richard C. Casey, Jr.
Commission # DD497936
Expires February 16, 2010
Bonded Troy Fair Insurance Inc. 800-365-7019

Richard C. Casey, Jr.

Notary Public, State of FLORIDA

Printed Name:

My commission expires:

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LEGAL DESCRIPTION

The Southerly 75 feet of Lot 9, Block 2, DAY'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 3, Page 15, of the Public Records of Monroe County, Florida

MKCLT/Jones